SERFF Tracking #: META-128771318 State Tracking #:

Company Tracking #: NY12-233 KC (SB)

State: Arkansas Filing Company: Metropolitan Life Insurance Company

TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.003 Single Premium

Product Name: Group Annuities **Project Name/Number:** G. 4449/NY12-233 KC

Filing at a Glance

Company: Metropolitan Life Insurance Company

Product Name: Group Annuities

State: Arkansas

TOI: A02G Group Annuities - Deferred Non-variable

Sub-TOI: A02G.003 Single Premium

Filing Type: Form

Date Submitted: 11/14/2012

SERFF Tr Num: META-128771318

SERFF Status: Closed-Approved-Closed

State Tr Num:

State Status: Approved-Closed
Co Tr Num: NY12-233 KC (SB)

Implementation

Date Requested:

Author(s): Sandra Bennett, Ruth Rivera, Linda Williams

Reviewer(s): Linda Bird (primary)

Disposition Date: 11/27/2012

Disposition Status: Approved-Closed

Implementation Date:

State Filing Description:

State: Arkansas Filing Company: Metropolitan Life Insurance Company

TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.003 Single Premium

Product Name: Group Annuities **Project Name/Number:** G. 4449/NY12-233 KC

General Information

Project Name: G. 4449

Status of Filing in Domicile:
Project Number: NY12-233 KC

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Large Group Market Type: Employer Overall Rate Impact:

Filing Status Changed: 11/27/2012

State Status Changed: 11/27/2012 Deemer Date:

Created By: Sandra Bennett Submitted By: Sandra Bennett

Corresponding Filing Tracking Number:

Filing Description:

This is a Group Annuity Certificate Forms. Please view cover letter for detailed description of the submitted filing.

Company and Contact

Filing Contact Information

Kris Ann E. Cappelluti, Sr. Analyst- kcappelluti@metlife.com

Contracts Dev.

 MetLife
 212-578-3029 [Phone]

 1095 Avenue of the Americas
 212-578-3874 [FAX]

New York, NY 10036-6796

Filing Company Information

Metropolitan Life Insurance CoCode: 65978 State of Domicile: New York

Company Group Code: 241 Company Type: Life MetLife Group Name: State ID Number:

1095 Avenue of the Americas FEIN Number: 13-5581829

New York, NY 10036-6796 (212) 578-2211 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: \$50.00 per form.

Per Company: No

CompanyAmountDate ProcessedTransaction #Metropolitan Life Insurance Company\$200.0011/14/201264903101

State: Arkansas Filing Company: Metropolitan Life Insurance Company

TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.003 Single Premium

Product Name:Group AnnuitiesProject Name/Number:G. 4449/NY12-233 KC

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/27/2012	11/27/2012

State: Arkansas Filing Company: Metropolitan Life Insurance Company

TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.003 Single Premium

Product Name:Group AnnuitiesProject Name/Number:G. 4449/NY12-233 KC

Disposition

Disposition Date: 11/27/2012

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Transmittal Letter-GM certs (hw)		Yes
Supporting Document	L-A&H NAIC Transmittal Document 1-1-2009		Yes
Form	Certificate		Yes

State: Arkansas Filing Company: Metropolitan Life Insurance Company

TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.003 Single Premium

Product Name:Group AnnuitiesProject Name/Number:G. 4449/NY12-233 KC

Form Schedule

Lead	ead Form Number: G. 4449								
Item	Schedule Item	Form	Form	Form	Form	Action Specific	Readability		
No.	Status	Name	Number	Туре	Action	Data	Score	Attachments	
1		Certificate	Form G. 4449	CER	Initial		54.000	G.4449 GM life annuity final.pdf	
2		Certificate	Form G.4450	CER	Initial		56.000	G.4450 GM J&S Cert final.pdf	
3		Certificate	Form G.4451	CER	Initial		54.000	G.4451 GM MCR Life Annuity final.pdf	
4		Certificate	Form G.4452	CER	Initial		52.000	G.4452 Met Cert - GM MCR J&S final.pdf	

Form Type Legend:

roilli i y	pe Legenu.		
ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
ОТН	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

MetLife®

Metropolitan Life Insurance Company

A Stock Company Incorporated in New York State 200 Park Avenue—New York, New York 10166

Metropolitan Life Insurance Company (herein called MetLife) certifies that, under and subject to the terms of the Contract, the Annuitant is entitled to receive the annuity described in this certificate.

This Certificate replaces any certificate that the Annuitant previously received prior to [December 1, 2012] with respect to MetLife's guarantee under [Article M of Group Annuity Contract No. 300]. The Annuitant's annuity benefit specified below will continue in full force with MetLife's irrevocable guarantee to the Annuitant.

As of the Annuity Commencement date specified below, MetLife's only liability with respect to Annuity Payments is to make the payments provided in the Certificate issued hereunder.

Contractholder: State Street Bank and Trust Company, as Directed Trustee of the General Motors Salaried Employees Pension Trust					
Group Annuity Contract No.: [Article M of GAC 300]	Certificate No.: [xxx-xx-xxxx]				
Annuitant: [Name]	Monthly Annuity Payment: [\$xxx.xx]				
Annuity Commencement Date: [January 1, 2013]	Date of Birth of Annuitant: [month day year]				

Payment of Annuity: MetLife will make annuity payments monthly from the Annuity Commencement Date, if the Annuitant is then living, to the date of the last payment for the month in which the Annuitant dies.

Proof of Living: MetLife may require proof that the Annuitant is living on the date on which any annuity payment is to be made. If proof is requested, no payment will be made until the proof has been received by MetLife.

Misstatements: If a payee's date of birth, date of death, or sex was misstated to MetLife, then MetLife will not have the right to decrease nor the obligation to increase the annuity payment. If information other than the date of birth, date of death, or sex of the Annuitant was misstated to MetLife then MetLife will make an equitable adjustment to future monthly annuity payments in accordance with the terms of the Contract. If the corrected monthly annuity payment is less than the annuity payment determined using the misstated information, then the monthly annuity payment will be decreased in accordance with the terms of the Contract and MetLife may also reduce future annuity payments by amounts previously overpaid by MetLife. If the corrected monthly annuity payment is more than the monthly annuity payment calculated the misstated information, then the annuity payment will be increased in accordance with the terms of the Contract and MetLife will pay the amount of underpayments in the next one or two annuity payments to the Annuitant.

Form G.4449

Limitation of Assignment: This annuity cannot be assigned, anticipated, accelerated, transferred, sold, discounted, pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, or otherwise transferred to any person other than MetLife. All such benefits will be exempt from the claims of creditors to the maximum extent permitted by law. For the avoidance of doubt, compliance with the terms of a qualified domestic relations order meeting the requirements of this Contract will not be considered to be an impermissible transaction or transfer hereunder and an Annuitant's annuity payment may be reduced by the amount directed to an alternate payee pursuant to such an order.

Facility of Payment: MetLife will only pay the Annuitant who is entitled to any annuity benefit payment under this Contract unless MetLife has been given proof that someone or an entity is legally entitled to act on behalf of, or receive payment for, the Annuitant. A right to an annuity payment is enforceable by the certificate holder solely against MetLife and against no other person or entity.

Payment Administration: MetLife may agree that an administrator will make payments to the Annuitant on MetLife's behalf. In the absence of such agreement, payments will be paid to the Annuitant directly by MetLife. If an administrator is making such payments then the payee may receive a single check or electronic deposit that combines the payment provided under this certificate with other payments as may be payable by the administrator.

Entire Contract: This Certificate contains a summary of certain important terms of the Contract. The Contract constitutes the entire agreement between the Contractholder and MetLife and contains a more complete description of your rights. The Contract will control in the event of a conflict between what is reflected in this Certificate and what is contained in the Contract. MetLife's obligations under the Contract cannot be canceled. MetLife's obligations to the Annuitant under the Contract will not be cancellable without the Annuitant's consent and shall be legally enforceable by the Annuitant against MetLife.

Metropolitan Life Insurance Company

Steven A. Kandarian

Chairman, President and Chief Executive Officer

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As of the Annuity Commencement date specified below, MetLife's only liability with respect to Annuity Payments is to make the payments provided in the Certificate issued hereunder.

Contractholder: State Street Bank and Trust Company, as Directed Trustee of the General Motors Salaried Employees Pension Trust						
Group Annuity Contract No.: [Article M of GAC 300]	Certificate No.: [xxx-xx-xxxx]	Annuity Commencement Date:				
[January 1, 2						
Annuitant:	Monthly Annuity Payment to Annuitant:	Date of Birth of Annuitant:				
[Name] [\$xxx.xx] [month day year]						
Survivor Annuitant:	Monthly Annuity Payment to Survivor Annuitant:	Date of Birth of Survivor Annuitant:				
[Name]	[\$xxx.xx]	[month day year]				

Payment of Annuity: MetLife will make annuity payments monthly from the Annuity Commencement Date, if the Annuitant is then living, to the date of the payment for the month in which the Annuitant dies, following which annuity payments will continue if the Survivor Annuitant is then living until the month in which the Survivor Annuitant dies. Annuity payments due during the Annuitant's lifetime will be made to the Annuitant and for the amount specified in this Certificate; any annuity payments due after the Annuitant's death will be made to the Survivor Annuitant for the amount specified in this Certificate.

Proof of Living: MetLife may require proof that the Annuitant or the Survivor Annuitant, as the case may be, is living on the date on which any annuity payment is to be made to such person. If proof is requested, no payment will be made until the proof has been received by MetLife.

Misstatements: If a payee's date of birth, date of death, or sex was misstated t MetLife, then MetLife will not have the right to decrease nor the obligation the annuity payment. If information other than the dates of birth, dates of death, or sex of the Annuitant or Survivor Annuitant was misstated to MetLife then MetLife will make an equitable adjustment to future monthly annuity payments in accordance with the terms of the Contract. If the corrected monthly annuity payment is less than the annuity payment determined using the misstated information, then the monthly annuity payment will be decreased in accordance with the terms of the Contract and MetLife may also reduce future annuity payments by amounts previously overpaid by J&S Life Annuity

Printed 11/8/2012

MetLife. If the corrected monthly annuity payment is more than the monthly annuity payment calculated using the misstated information, then the annuity payment will be increased in accordance with the terms of the Contract and MetLife will pay the amount of underpayments in one of the next two annuity payments to the payee.

Limitation of Assignment: This annuity cannot be assigned, anticipated, accelerated, transferred, sold, discounted, pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, or otherwise transferred to any person other than MetLife. All such benefits will be exempt from the claims of creditors to the maximum extent permitted by law. For the avoidance of doubt, compliance with the terms of a qualified domestic relations order meeting the requirements of this Contract will not be considered to be an impermissible transaction or transfer hereunder and an Annuitant's annuity payment may be reduced by the amount directed to an alternate payee pursuant to such an order.

Facility of Payment: MetLife will only pay the Annuitant or the Survivor Annuitant who is entitled to any annuity benefit payment under this Contract unless MetLife has been given proof that someone or an entity is legally entitled to act on behalf of, or receive payment for, the Annuitant or the Survivor Annuitant. A right to an annuity payment is enforceable by the certificate holder solely against MetLife and against no other person or entity.

Payment Administration: MetLife may agree that an administrator will make payments to the Annuitant or Survivor Annuitant on MetLife's behalf. In the absence of such agreement, payments will be paid to the Annuitant directly by MetLife. If an administrator is making such payments then the payee may receive a single check or electronic deposit that combines the payment provided under this certificate with other payments as may be payable by the administrator.

Entire Contract: This Certificate contains a summary of certain important terms of the Contract. The Contract constitutes the entire agreement between the Contractholder and MetLife and contains a more complete description of your rights. The Contact will control in the event of a conflict between what is reflected in this Certificate and what is contained in the Contract. MetLife's obligations under the Contract cannot be canceled. MetLife's obligations to the Annuitant under the Contract will not be cancellable without the Annuitant's consent and shall be legally enforceable by the Annuitant against MetLife.

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Steven A. Kandarian

Chairman, President and Chief Executive Officer

Steven a. Kandarian

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As of the Annuity Commencement date specified below, MetLife's only liability with respect to Annuity Payments is to make the payments provided in the Certificate issued hereunder.

Contractholder: State Street Bank and Trust Company, as Directed Trustee of the General Motors Salaried Employees Pension Trust					
Group Annuity Contract No.: [Article M of GAC 300]	Certificate No.: [xxx-xx-xxxx]				
Annuitant: [Name]	Monthly Annuity Payment: [\$xxx.xx]				
Annuity Commencement Date: [January 1, 2013]	Date of Birth of Annuitant: [month day year]				
Minimum Return as of [January 1, 2013]: [\$x,xxx.xx]	Beneficiary: [Name]				

Payment of Annuity: MetLife will make annuity payments monthly to the Annuitant from the Annuity Commencement Date, if the Annuitant is then living, to the date of the payment for the month in which the Annuitant dies. If the aggregate of the annuity payments made to the Annuitant on and after the Annuity Commencement Date is less than the Minimum Return, then upon the Annuitant's death MetLife will pay to the Beneficiary the excess of the Minimum Return over the aggregate of the annuity payments made to the Annuitant. If the Beneficiary is deceased or there is no designated Beneficiary, then such amount will be paid to the estate of the Annuitant.

Proof of Living: MetLife may require proof that the Annuitant is living on the date on which any annuity payment is to be made. If proof is requested, no payment will be made until the proof has been received by MetLife.

Change of Beneficiary: The Annuitant may change his designation of **B**eneficiary in accordance with the terms of the Contract. Information concerning such changes will be furnished by MetLife on request.

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Form G.4451 Mod.C.R. Life Annuity
Printed 11/8/12

corrected monthly annuity payment is less than the annuity payment determined using the misstated information, then the monthly annuity payment will be decreased in accordance with the terms of the Contract and MetLife may also reduce future annuity payments by amounts previously overpaid by MetLife. If the corrected monthly annuity payment is more than the monthly annuity payment calculated using the misstated information, then the annuity payment will be increased in accordance with the terms of the Contract and MetLife will pay the amount of underpayments in one of the next two annuity payments to the Annuitant.

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Contractholder:							
State Street Bank and Trust Company, as Directed Trustee of the General Motors Salaried Employees Pension Trust							
Och	ciai wotors calanca L	imployees i chsion must					
Group Annuity Contract No.: Certificate No.: Annuity Commencement Date: [Article M of GAC 300]							
Annuitant:		Monthly Annuity Payment to Annuitant:					
Survivor Annuitant:		Monthly Annuity Payment to Survivor Annuitant:					
Date of Birth of Annuitant:		Date of Birth of Survivor Annuitant:					
Minimum Return as of [Januar	ry 1, 2013]:	Beneficiary:					

Payment of Annuity: MetLife will make annuity payments monthly from the Annuity Commencement Date, if the Annuitant is then living, to the date of the payment for the month in which the Annuitant dies, following which annuity payments will continue if the Survivor Annuitant is then living until the month in which the Survivor Annuitant dies. Annuity payments due during the Annuitant's lifetime will be made to the Annuitant and for the amount specified in this Certificate; any annuity payments due after the Annuitant's death will be made to the Survivor Annuitant for the amount specified in this Certificate. If the aggregate of the annuity payments made to the Annuitant and the Survivor Annuitant is less than the Minimum Return, then upon the Annuitant's or Survivor Annuitant's death, whichever is later, MetLife will pay to the Beneficiary the excess of the Minimum Return over the aggregate of the annuity payments made. If the Beneficiary is deceased or there is no designated Beneficiary then such amount will be paid to the estate of the Annuitant.

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Steven A. Kandarian

Chairman, President and Chief Executive Officer

State: Arkansas Filing Company: Metropolitan Life Insurance Company

TOI/Sub-TOI: A02G Group Annuities - Deferred Non-variable/A02G.003 Single Premium

Product Name:Group AnnuitiesProject Name/Number:G. 4449/NY12-233 KC

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:	ARCERTREAD		
Attachment(s):			
ARCERTREAD.pdf			
		Item Status:	Status Date:
Satisfied - Item:	Transmittal Letter-GM certs (hw)		
Comments:	Transmittal Letter-GM certs (hw)		
Attachment(s):			
Transmittal Letter-GM co	erts (hw).pdf		
		Item Status:	Status Date:
Satisfied - Item:	L-A&H NAIC Transmittal Document 1-1-2009		
Comments:	L-A&H NAIC Transmittal Document 1-1-2009		
Attachment(s):			
L-A&H NAIC Transmitta	Document 1-1-2009.pdf		



Metropolitan Life Insurance Company NAIC Company Number: 65978 NAIC Group Number: 241

ARKANSAS FLESCH CERTIFICATION

I certify that the form shown below has achieved the Flesch Reading Ease Score shown below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form No.	Form Description	Flesch Score
Form G.4449	Annuity Certificate	54
Form G.4450	Annuity Certificate	56
Form G.4451	Annuity Certificate	54
Form G.4452	Annuity Certificate	52

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Nan Tecotzky Vice President & Actuary Metropolitan Life Insurance Company 200 Park Avenue, New York, NY 10166 Tel 212 578-3031

Email: hwalsh@metlife.com

Helen Walsh

Director-Contracts and Development Compliance



November 8, 2012

Arkansas Department of Insurance 1200 West 3rd Street Little Rock, Arkansas 72201-1904

Re: Group Annuity Certificate Forms G.4449, G.4450, G.4451 and G.4452

Our NAIC Company No. is 65978

Our FEIN is 13-5581829

Dear Sir/Madam:

Enclosed for your review and approval are final printed copies of the following group annuity certificate forms:

G.4449	GM Life Annuity
G.4450	GM J&S Life Annuity
G.4451	GM MCR Life Annuity
G.4452	GM MCR J&S Life Annuity

These certificate forms have been prepared for the single use of one client, General Motors ("GM") and may be issued to your residents under a group policy sitused in the State of Michigan, closeout Group Annuity Contract G.NC50305.14NP. This contract was approved by the Michigan Department of Insurance on October 23, 2012.

Variability in these forms is limited to illustrative text.

elen Walsh

Thank you for your assistance. If you have any additional questions or comments, please feel free to contact me at (212) 578-3031.

Regards,

Helen Walsh

Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of	ARKANSA	S						
	Trepured for the state of								
2.	Department Use Only State Tracking ID								
	State Hacking ID								
3.	Insurer Name & Address		Domicile	Insurer License Type	NAIC Group #	NAIC#		FEIN#	State #
	Metropolitan Life Insurance Institutional Contracts MS 1095 Avenue of the America New York, NY 10036-6796	C# 39.087	NY		241	65978	3 1	3-5581829	
4	Cantact Name P. Adduces	Tolombon	#	For	ш		E mail A	44	
4. Kris /	Contact Name & Address Ann Cappelluti	Telephon	ie #	Fax	#		E-mail A	aaress	
MetL 200 P	ife Institutional Contracts ark Avenue, 12 th Floor York, NY 10166	(212)	578-3029	(212) 578-38	374	<u>kcappe</u>	elluti@metlife.c	<u>com</u>
5.	Requested Filing Mode	 ☐ Review & Approval ☐ File & Use ☐ Informational ☐ Other (please explain): 							
6.	Company Tracking Numb	er NY1	12-233 KC						
7.	New Submission	Resubmis		Previous fil	e#				
			ndividual	Franch					
8.	Market		Group Small Large Small and Large Small Large Small and Large				ge 		
9.	Type of Insurance (TOI)	A02	.G – Group A	Annuities –	Deferred N	Non Varial	ole		
10.	Sub-Type of Insurance (Su TOI)	ıb- A02	G.003 – Sing	le Premiun	n				
			FORMS Policy Application/Endedule of Bodes New Rate		☐ Ride	line of Cov er/Endorser er		⊠ Certificate ☐ Advertisi	
11.	Submitted Documents	Plea	FILING OTE se explain: _ PPORTING I			R RATE:			
		Art Ass Sta	cicles of Incorsociation Bylatement of Vartuarial Memorar	poration aws riability	 [[arty Authoriza greements itions	ation	

LHTD-1, Page 1 of 2

12.	Filing Submission Date	November 8	3, 2012		
13	Filing Fee	Amount			Check Date
	(If required)	Retaliatory	Yes Yes	⊠ No	Check Number
14.	Date of Domiciliary Approval				
15.	Filing Description:				
	Please see cover letter.				
	Trease see cover retter.				
4.5					
16. Certification (If required) I HEREBY CERTIFY that I have reviewed the applicable filing requirements for this filing, and the filing complies with all					
applicable statutory and regulatory provisions for the state of					
Prir	t Name Kris Ann Cappelluti			Title	Senior Contract Analyst
	12. A. a.	021.			
	pais fine Og	your !			
Sign	nature			D	ate: November 8, 2012

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17.	Form Filing Attachment				
This filing transmittal is part of company tracking number			NY12-233 KC		
This	This filing corresponds to rate filing company tracking number				
	Document Name	Form Number		Replaced Form Number	

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01	Group Annuity Certificate	G. 4449		
	Group Annuity Certificate		Other	
02	Group Annuity Certificate	G.4450		
	Group Annuity Certificate		Other	
03	Group Annuity Certificate	G.4451		
	Group Annuity Certificate		Other	
04	Group Annuity Certificate	G.4452	☑ Initial	
	Group Annuity Certificate		Revised Other	
05			☐ Initial Revised	
			Other	
06			☐ Initial	
			Revised Other	
07			☐ Initial	
			Revised Other	
08			☐ Initial	
			Revised Other	
09				
			Revised Other	
10			☐ Initial ☐ Revised	
			Other	

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18.	Rate Filing Attachment				
This	This filing transmittal is part of company tracking number				
This	filing corresponds to form filing company	tracking number			
Over	all percentage rate indication (when appli	icable)			
Over	all percentage rate impact for this filing		%	%	
		Affected Form		Previous State Filing	
	Document Name	Numbers		Number	
	Description				
01			New		
			Revised		
			Request +%%		
0.0			Other		
02			☐ New ☐ Revised		
			Request +%%		
			Other		
03			New		
			Revised		
			Request +%%		
0.4			Other		
04			☐ New ☐ Revised		
			Request +%%		
			Other		
05			New		
			Revised		
			Request +%%		
0.5			Other		
06			☐ New ☐ Revised		
			Request +%%		
			Other		
07			☐ New		
			☐ Revised		
			Request +%%		
08			Other		
08			☐ New ☐ Revised		
			Request +%%		
			Other		
09			☐ New		
			Revised		
			Request +%%		
10			Other		
10			Revised		
			Request +%%		
****			Other		

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